

**GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT**

(G.O. Rt. No. 23/Lab./AIL/T/2016, dated 21st April 2016)

NOTIFICATION

Whereas, an Award in I.D (L) No. 13/2013, dated 19-2-2016 of the Industrial Tribunal, Puducherry in respect of the industrial dispute between the management of M/s. ARK Securities, Hyderabad and its Security Guards Thiru A. Pitchan and 18 others over arrears of wages and wages settlement has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour), that the said award shall be published in the Official Gazette, Puducherry.

(By order)

E. VALLAVAN,
Commissioner of Labour-cum-
Additional Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL
AT PONDICHERRY**

Present : Thiru N. SIVAKUMAR, B.A., M.L.,
Presiding Officer, Industrial Tribunal.

Friday, the 19th day of February 2016

I.D. (T) No. 13/2013

1. A. Pichan,
S/o. Ayyakannu,
No. 544, Arishan North Street,
Kodivalathur (Panchayat),
Tiruvarur-610 207.
2. J. Narayanasamy,
No. 989/NA3,
South Street,
Punthottam, Nannilam (TK),
Tiruvarur (Dt.)-610 105.
3. G. Murugadass,
No. 8, Vedan Thoppu Street,
Ambagarathur,
Karaikal-609 601.

4. K.V. Subramanian,
S/o. Vishnu, No. 9, Block,
No. 1, Edaiyathangudi(P),
Nagapattinam (K) & (Dt.).
5. S. Lakshmanan,
S/o. Subramanian,
No. 22, Mudaliar Street,
Vizhithiyur, Karaikal,
Puducherry-609 607.
6. V. Pakirisamy,
S/o. Vadivel,
No. 1-17 Anaiyan Mettu Street,
Vishvanathapuram,
Nagapattinam-609 607.
7. E. Ezekiel,
S/o. Easu Pillai,
No. O/4, L.I.G Quarters (South Side),
Karaikal.
8. R. Sivanandam,
S/o. Ramaiah,
No. 1/62, Vellalar Street,
Melatheru, Serugudi(P),
Tiruvarur-612 203.
9. P. Balakrishnan,
S/o. Pakkiri,
No. 442, Alathur (P) Middle Street,
Nagapattinam-609 604.
10. S. Balu,
S/o. Somu,
No. 229, Veeravadi Adi-dravidar Street,
Ward-4, Poonathottam,
Agarathirumalam(P),
Tiruvarur-609 503.
11. P. Loganathan,
S/o. Pasupathi,
No. 3-138-A-Appurasapuram Puthur, Akkur,
Tharangambadi (T.K),
Nagapattinam-609 301.
12. T. Jayakumar,
S/o. Thangavel,
No. 33, Nedungadu Kottucherry,
Salai Ponbetty, Karaikal-609 603.
13. S. Aruldass,
S/o. Santhanasamy,
No. 3-469 Pattavaram North Street,
Neduvasal (P),
Ward:3, Nagapattinam-609 309.

14. M. Kaliyamoorthy,
S/o. Marimuthu,
No. 1-222/NA Sinkanodai Main Road,
Ward-1, T. Manaimedu (R.V) & (P),
Nagapattinam.
15. T. Ramamoorthy,
S/o. Thangavelu,
No. 25/7 Vellapillaiyar Kovil Theru,
Kottucherry.
16. A. Dhakshnamoorthy,
S/o. Ayyaru,
No. 66E, Thandalai (P) Vilamal,
Tiruvarur-613 701.
17. R. Ramanathan,
Valluvar Street,
Andankovil, Valangaiman-612 804.
18. G. Paneerselvam,
S/o. Ganapathi,
No. 557, Mudhal Kudiyanather, Ward-2,
Pavundareekapuram (P),
Thanjavur-612 204.
19. R. Sundarapandian,
S/o. Rengaiyan,
No. 1, Cholan Kurinji Salai,
Ambagarathur, Karaikal-609 601. . . Petitioners

Vs.

1. The Managing Director,
ARK Security Service, Hyderabad.
2. The Manager,
ARK Security Service,
Kumbakonam. . . Respondents.

This industrial dispute coming, on 22-1-2016 for final hearing before me in the presence of Thiru R.T. Shankar, Counsel for the petitioner, M/s. R. Poornima, Counsel for the Respondent and upon hearing both sides, perusing the case records and having stood over till this day for consideration, this Court delivered the following:

AWARD

This industrial dispute has been referred to this Court as per the G.O. Rt. No. 113/AIL/Lab./J/2013, dated 30-7-2013 for adjudicating the following:-

- (1) Whether the claim of the petitioners demanding their arrears of salary and wages settlement and other benefits against the management of M/s. ARK Security Service, Hyderabad is justified or not?

- (2) If justified, to what relief they are entitled to?

- (3) To compute the relief if any in terms of money, if it can be so computed?

2. The facts giving rise to this industrial dispute as stood exposted from the claim petition runs thus:-

2(i) According to the petitioners 1 to 19 they completed service in Indian army and they are Ex-Servicemen. The first respondent as an employer is running a security service under the name and style "ARK Security Services" at Hyderabad. The respondents obtained a contract with BSNL Department, Kumbakonam Branch for the purpose of providing security services to other branches in Karaikal. So, the respondent engaged the petitioners for the security service post at BSNL Department, Karaikal. The petitioners were appointed on 1-3-1999 in the Security Service of the respondent and sent to BSNL at Karaikal.

2(ii) The first respondent registered under the Directorate-General Re-settlement (DGR), Department of Ex-Servicemen (Ministry of Defense) has informed ESM Security Agency for providing security service to State and Central Offices. Therefore, the respondent entered into agreement with BSNL at Karaikal on 21-2-2009. The specific clause No. 7 of the agreement states that General Manager, BSNL, Kumbakonam Branch shall pay the wages as per the wages fixed by Directorate-General Re-settlement, New Delhi, with service charges of 14% and service tax, etc., as applicable. Clause No. 8 of the agreement specifies monthly wages at ₹ 13,068 for Head Security Guard (one number) and at ₹ 8,855 for each Security Guard (58 numbers). The respondents as employer has to pay the wages as per the DGR rates. But, the respondent though agreed to pay monthly wages for Security Guards at ₹ 7,504 has been paying only a sum of ₹ 5,363 (Lesser amount of ₹ 2,141 every month) from the beginning.

2(iii) So, the reduction of ₹ 2,141 from the wages of each petitioner every month by the respondent is illegal and the respondents have cheated the petitioners. So, the respondents have violated to terms and conditions of the agreement entered with the BSNL, and paid only lesser amount as wages to the petitioners. The BSNL Department has been paying wages for the Service Guard at ₹ 7,504 per month after deduction employed by another management, namely, TEXCO. So, the respondent management in violation of the agreement clauses paid lesser amount and illegally deducted ₹ 2,141 per

month from each of the petitioners from the month of March 2009 to till January 2014. So, the petitioners have raised the industrial dispute seeking direction to the respondents to pay arrears of wages to each petitioner at the rate of ₹ 2,141 per month for a period of 59 months from March 2009 to January 2014 amounting to ₹ 1,26,319.

3. The facts set out in the counter filed by the respondent management are stated as follows:

3(i) The first respondent is also an Ex-Servicemen and after retirement from Indian Air Force 1st respondent started the ARK Security Services at Hyderabad. The first respondent engaged in providing Security Services to the BSNL exchanges in the CRDA Kumbakonam at Myladuthurai and Karaikal areas. Initially, there was a contract for 12 months and after that it was periodically extended for every year and thereafter, further extended for once in every two or three months. The respondents have agreement with BSNL, Kumbakonam Office that an amount of ₹ 3,849 would be the basic plus VDA wages for one month (26 days), while computing the wages for Security Guards. Total emolument for each guard is computed on wages sheet depending on his duty as per monthly attendance. Thereafter, consolidated wages payment was made to all employees by means of cheque through IOB, Kumbakonam Branch.

3(ii) Casual Labour can work only for 26 days in any calendar month. Rest 4 or 5 days would be Saturdays and Sundays or holidays. The respondents have entered into agreement with BSNL to provide round the clock security for the contract period. So, the respondents have to provide extra man powers for the weekly holidays. Security Guards agreed to perform extra duties also on the additional cost around 28.83% of basic pay of ₹ 3,849 per month. The BSNL paid monthly wages totally at ₹ 8,646, but, the respondents have paid monthly wages for 26 days at ₹ 5,263 including OT for four or five days and holiday allowance. The respondents clearly mentioned that what is the contract amount of wages from BSNL and what amount is actually disbursed. The petitioners are aware that ARK Securities is a Contractor with the BSNL and the contract of wages amount received by the respondents from the date of appointment Security Guards (March 2009). Petitioners have received monthly salary at the rate of ₹ 5,363 paid by the respondents without any objection till this date. Petitioners are not entitled to claim enhanced amount as arrears of wages since

respondents are not doing any profitable business to collect extra payment from the BSNL and sharing it that the petitioners. The respondents are paying correct wages to all the Security Guards working under them. BSNL, Kumbakonam is a necessary party and without impleading as a party to this petition, it is liable to be dismissed for non-joinder of necessary party. The respondents are paying money to ESI, PF and Service Tax for the petitioners and they have not hidden any accounts. So, this petition is devoid of merits and liable to be dismissed.

4. On the side of the petitioners PW.1 (Thiru A. Pichan, first petitioner) and PW.2 (Thiru S. Ganesan) have been examined as Ex.P1 to P11 were marked. Thiru T. Rajagopalan, Accounts Officer of BSNL, Kumbakonam has been summoned and examined as CW.1 and Ex.C1 and C2 have been marked through him. The respondents though filed counter and cross-examined the petitioner side witnesses, have not chosen to let in any oral or documentary evidence on their side.

5. Points for consideration:

Whether the petitioners 1 to 19 are entitled to claim arrears of salary/wages at the rate of ₹ 2,141 per month from the respondents for a period of 59 month from March 2009 to January 2014 as claimed in the petition?

6. *On this Point:*

Petitioners numbering 19 are retired from Indian army and they are Ex-Servicemen. The first respondent is the Managing Director, ARK Security services having its office at Hyderabad. The second respondent is the manager of the same security service of Kumbakonam Branch. The respondent security service used to engage Ex-Servicemen and provide them job of Security Service in various institutions as per requirement. BSNL, Karaikal and Kumbakonam branches were in need of Security Guards. So, BSNL approached ARK Service for providing Security Guards for BSNL offices on contract basis. Accordingly, petitioners 1 to 19 were engaged by the ARK Security Services and they were deployed as Security Guards in BSNL, Kumbakonam. Admittedly, the respondent, namely, ARK Securities, the first respondent herein entered into Ex.P1 agreement, dated 21-2-2009 with BSNL, Kumbakonam in respect of providing Security Guards. It is pertinent to note clauses 6 to 8 of the agreement speak about the terms and conditions and the salary of Security Guards. Clause 6 of the Ex.P1 agreement says that M/s. ARK Security Service (Respondent) shall maintain all records as stipulated by

the Director-General of Re-settlement (DGR) (Ministry of Defense) with Government of India, New Delhi, and these records will be open for inspection by them as and when required. Clause 7 reads General Manager, BSNL, CRDA, SSA, Kumbakonam shall pay to M/s. ARK Security Service, as per the wages fixed by the DGR, New Delhi with service charges of 14% and service tax (includes Cess etc.) as applicable. Clause 8 specifies monthly wages Details of Head Security Guard (one number) at ₹ 13,068 and Security Guards (58 numbers) at ₹ 8,855. So, it is clear that the respondent, namely, ARK Security Guards has entered into Ex.P1 agreement with the BSNL Kumbakonam, in respect of providing Head Security Guard with monthly wages of ₹ 13,068 and Security Guard at ₹ 8,855. It is admitted by the respondent that in terms of Ex.P1 agreement monthly wages of Security Guard was fixed at ₹ 8,855. Ex.P2 is the Award of tender for engaging security personnel in Telecom Installations of CRDA, SSA, Kumbakonam for the year 2008-2009, wherein, the wages for a security guard is fixed at ₹ 8,855 as per DGR guidelines with effect from 1-8-2008, subsequently, the wages for the security personnel have been revised with effect from April 2009 to June 2009 as per Ex.P3 circular.

7. The respondent used to collect total monthly wages of the Security Guards by means of cheques. Ex.P5 is the copy of the cheque, dated 10-7-2012 issued in the name of ARK Security Service for a sum of ₹ 4,28,269 by BSNL, Kumbakonam towards wages for Security Guards. Ex.P4 is the copy of the claim bill submitted by respondents to the BSNL.

8. PW.1 has categorically stated that though the respondent received monthly wages for Security Guards at the rate of ₹ 8,855 it agreed to pay monthly wages to the Security Guards at the rate of ₹ 7,504 after deducting payment towards ESI, PF and Service Tax for the petitioners. But, ARK Security Service actually paid monthly wages at the rate of ₹ 5,363 only and deducted at ₹ 2,141 every month.

9. PW.2 Thiru Ganesan is also an Ex-servicemen and formerly he was engaged by the Respondent Security Services and he was also paid lesser amount as wages so, he relieved from ARK Security Service and joined in the management of TEXCO and now, he is getting extra income. PW.2 also specifically says that there is deduction of ₹ 2,141 from wages of security guards and this amount has been illegally deducted by the respondents.

10. The Respondent Security Service failed to pay monthly wages regularly and periodically even at the sum of ₹ 5,363 to the petitioners. So, the Security Guards have sent several representations to the Deputy General Manager, BSNL, requesting to settle their pay and allowances and copy of one of the representation letter sent by them is marked as Ex.P6. The respondent has contended in the counter that wages for Security Guards will be calculated only for 26 days, and for the remaining five or six days of the month some other arrangement, should be made so lesser wages were paid to the petitioners.

11. The petitioner in order to establish the fact that monthly wages for the Security Guard service was fixed rate of ₹ 8,855 by BSNL have summoned and examined. Thiru T. Rajagopalan, Accounts Officer at BSNL, C1 as RW.1 and he has produced the agreement, dated 1-11-2014 entered into between BSNL and ARK Security Service as Ex.C1. Ex.C2 is the statement of accounts from March 2009 till January 2014 for the amount claimed and paid to ARK Security Services produced by CW1. A careful perusal of the deposition of PW.1 in the light of Ex.C1, C2 and Ex.P1 would clearly establish that BSNL paid monthly wages for Security Guards at the rate of ₹ 8,558 (after some deduction) in terms of agreement. But, the respondent security service received the wages of each Security Guards at the rate of ₹ 8,558 disbursed only of ₹ 5,363. The respondents in their counter have pleaded that the agreed wages payable to the Security Guard is ₹ 7,504 only (26 days) and after deducting EPF, PF payment paid at the rate of ₹ 5,363 only. The respondents though filed counter have not chosen to let in any evidence to prove the facts set out in the counter. Petitioners have agreed that the monthly wages was fixed at ₹ 7,504, but, actually they were paid at the rate of ₹ 5,363 per month. So, the respondent has intentionally and deliberately deducted to ₹ 2,141 from the wages of each petitioner every month.

12. The respondent has not produced any records to show that the deducted amount of ₹ 2,141 from each petitioner every month was utilised for payment towards PF subscription or ESI Contribution. The petitioners through the oral evidence of PW.1, PW.2 and CW.1 and in the light of the documentary evidence marked as Ex.P1 to P11. Ex.C1 and C2 have established that the respondent received monthly wages of the petitioners the rate of ₹ 8,558 from the BSNL and agreed to pay at the rate of ₹ 7,504 per month, but, actually paid a lesser amount of ₹ 5,363 only. There is no explanation on the side of the respondent why lesser amount was filed as wages to the petitioners.

13. So, I come to the conclusion that the petitioners have established that though they agreed to work as Security Guards for a monthly wages of ₹ 7,504 at BSNL, as engaged by the respondents but, they were paid only at the rate of ₹ 5,363 and there is a deduction of ₹ 2,141 from the wages each petitioner every month. The petitioners had worked as Security Guard in BSNL offices for the period from March 2009 to January 2014 totally 59 months. So, each petitioner is entitled to claim arrears of wages at the rate of ₹ 2,141 per month for the abovesaid period from the respondents. So, each petitioner entitled to claim total arrears of wages amounting to ₹ 1,26,319. Hence, I hold that the petitioners 1 to 19 have substantiated their claim that each petitioner is entitled for recovery arrears of wages of ₹ 2,141 per month, for a total period of 59 months from March 2009 to January 2014. Accordingly, I conclude that the petitioners No. 1 to 19 have proved their claim of recovery of arrears of wages/salary each from the respondents at the rate of ₹ 2,141 per month from March 2009 to January 2014 *i.e.*, for a period 59 months amounting to ₹ 1,26,319 each according this point is answered.

14. In the result, this industrial dispute is allowed and the respondents are directed to pay arrear wages amount of ₹ 1,26,319 (at the rate of ₹ 2,141 per month for 59 months for the period from March 2009 to January 2014) to petitioners 1 to 19 each within one month, and thereafter, along with interest at 12% per annum.

Dictated to the Stenographer transcribed by her, corrected and pronounced by me in open Court on this the 19th day of February, 2016.

N. SIVAKUMAR,
Presiding Officer,
Industrial Tribunal,
Pondicherry.

List of petitioner's witness:

PW.1 — 19-8-2014 — Pichan

PW.2 — 14-10-2014 — Ganesan

List of respondent's witness: Nil

List of court witnesses:

CW.1 — 20-11-2015 — T. Rajagopalan (Accounts Officer, BSNL, Kumbakonam).

List of petitioner's exhibits:

- | | | | | |
|--------|---|--|---|-----------|
| Ex.P1 | — | dated 21-2-2009 | Copy of the agreement entire by the respondent with the BSNL. | Photocopy |
| Ex.P2 | — | dated 26-2-2009 | Copy of award of tender for engaging security personnel in BSNL. | Photocopy |
| Ex.P3 | — | dated 23-7-2009 | Copy of the revised raise of minimum wages by DGR. | Photocopy |
| Ex.P4 | — | dated 1-6-2012 | Copy of the claim bill submitted by the respondent to the BSNL. | Photocopy |
| Ex.P5 | — | dated 10-7-2012 | Copy of the cheque issued by the BSNL to the respondent. | Photocopy |
| Ex.P6 | — | dated 18-7-2012, 10-7-2012, 11-3-2013. | Copy of the request letters sent by the petitioners to the respondents. | Photocopy |
| Ex.P7 | — | dated 28-9-2012, 4-2-2013, 11-3-2013. | Copy of the notice of enquiry/Conciliation sent by the Labour Officer, Karaikal to the 6-3-2013 and respondent. | Photocopy |
| Ex.P8 | — | dated 12-7-2012 | Copy of the disbursement of employee salary. | Photocopy |
| Ex.P9 | — | dated 31-8-1997 | Copy of the Identity Card issued by the Sainik Welfare Board, Nagapattinam. | |
| Ex.P10 | — | dated 11-2-1998 | Copy of the Voter Identity Card issued by the Election Department, Nagapattinam. | Photocopy |
| Ex.P11 | — | — | Copy of the Indian Overseas Bank at Sirkali Branch from 13-8-2012 to 9-7-2014. | Photocopy |

List of Court exhibits:

Ex.C1 — dated 11-2-1998 Copy of the claim bill submitted by the respondent to the BSNL. Photocopy

Ex.C2 — — Copy of the Statement of Accounts from March 2009 till January 2015 for the amount claimed and paid to ARK Security Services after deducting TDS. Photocopy

N. SIVAKUMAR,
Presiding Officer,
Industrial Tribunal,
Pondicherry.

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 24/Lab./AIL/T/2016, dated 21st April 2016)

NOTIFICATION

Whereas, an award in I.D (L) No. 1/2014, dated 29-1-2016 of the Labour Court, Puducherry in respect of the Industrial Dispute between the management of M/s. Sri Bharathi Mills Limited, Puducherry and Indiraji National Textile Uzhaipalar Congress (INTUC) over change of correction of the date of birth in the service record of Thiru K. Gunasekaran as 14-5-1958 instead of 17-5-1957 has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour), that the said award shall be published in the Official Gazette, Puducherry.

(By order)

E. VALLAVAN,
Commissioner of Labour-cum-
Additional Secretary to Government (Labour).

BEFORE THE LABOUR COURT AT PONDICHERRY

Present : Thiru N. SIVAKUMAR, B.A., M.L.,
Presiding Officer, Labour Court.

Friday, the 29th day of January 2016

I.D. (L) No. 1/2014

Indiraji National Textile . . Petitioner
Uzhaipalar Congress (INTUC).

Versus

The Managing Director,
Sri Bharathi Mills Limited,
P.O. Box No.10, Mudaliarpeth,
Puducherry-605 004. . . Respondent

This industrial dispute coming on 6-1-2016 for final hearing before me in the presence of Thiru M.S. Subramanian, Counsel for the petitioner, Thiru K. Ravikumar, Counsel for the respondent, upon hearing both sides, perusing the case records and having stood over till this day for consideration, this Court delivered the following:

AWARD

This industrial dispute has been referred as per the G.O. Rt. No. 174/AIL/Lab./J/2013, dated 11-12-2013 for adjudicating the following:-

1. Whether the dispute raised by the union, Indiraji National Textile Uzhaipalar Congress (INTUC) against the management of M/s. Sri Bharathi Mills Limited, Puducherry over Change of Correction of the date of birth in the service record of Thiru K. Gunasekaran as 14-5-1958 instead of 17-5-1957 as per records is justified or not? If justified what relief he is entitled to?

2. To compute the relief, if any awarded in terms of money, if it can be so computed?

2. The facts giving rise to this industrial dispute as stood exposted from the claim petition runs thus:-

2(i) The petitioner, namely, Thiru K. Gunasekaran has been working as a permanent employee in the Electrical Department of the respondent mill, namely, Sri Bharathi Mills Limited, Mudaliarpeth, Puducherry. When the petitioner was appointed on 1-9-1983, he mentioned his date of birth as 14-5-1958 and also produced relevant records such as S.S.L.C. Certificate, ITI Certificate and Transfer Certificate to show his date of birth is 14-5-1958. Further, the respondent has issued ESI Card to the petitioner, wherein, his date

of birth is mentioned as 14-5-1958. When the service particulars of the employees of the respondent mill were computerized the date of birth of the petitioner has been wrongly recorded as 17-5-1957 instead of 14-5-1958. Further, name of the petitioner's father was also wrongly recorded. The petitioner made several representations orally and also by writing to correct the particulars, namely, his date of birth and father's name, but, the respondent did not consider the representations of the petitioner. So, the petitioner approached the Lokadalat and during Conciliation proceedings the respondent adamantly refused to correct the date of birth and father's name of the petitioner, so Lokadalat submitted a failure on Conciliation report. Unless, the correct date of birth of the petitioner is recorded, he will be put into much hardship and he may lose gratuity, bonus benefits, sizable amount of gratuity and pension benefits. So, the petitioner has raised the industrial dispute requesting to correct his date of birth in the service records as 14-5-1958 on the basis of his school records and to render justice.

3. The facts set out in the counter filed by respondent management are stated as follows:-

3(i) It is false to state that the petitioner has been working for the past 30 years in the respondent mill. Date of birth of the petitioner is mentioned in pay slips issued every month. But, the petitioner has not questioned the date of birth mentioned in his pay slips. The petitioner has not made any representation for many years. It was only on 19-4-2011, the petitioner had given a letter requesting the respondent to correct the date of birth. As the demand was made nearly after 28 years of joining into service respondent had rightly refused to correct his date of birth in service records. Again the petitioner submitted a letter on 13-5-2011 requesting the management to correct his date of birth. It was also denied by the management and sent suitable reply to the petitioner. Then the petitioner issued legal notice, dated 16-6-2011 to the respondent regarding correction of his date of birth. As already suitable reply was sent to the petitioner no specific reply notice was dispatched. The petitioner filed the case in LAC No.10657/2011 before the Lokadalat, Puducherry, praying for a direction to the respondent to correct his date of birth. The respondent officials appeared before the Lokadalat and expressed their inability to correct the date of birth. Hence, the case was closed.

3(ii) The petitioner filed a suit in OS No. 1645/2011 against the respondent before the III Additional District Munsif Court, Puducherry praying for a direction to the respondent to correct the date of birth of the petitioner. The respondent filed a detailed written statement denying that the Civil Court had no jurisdiction to entertain the relief. Therefore, the petitioner not pressed the suit and consequently it was dismissed.

3(iii) In the nomination form and declaration form filled and filed by the petitioner he has mentioned his date of birth as 17-5-1957 and not as 14-5-1958 as claimed by the petitioner. The particulars of each employee such as Name, Department, Category, Token No, Father's Name, Date of Birth and Date of Entry into service are printed in the pay slip of the workman concerned.

The main object of such particulars in the pay slips is for the workman to check whether the information given by them and recorded by the management in the service records are correctly done and in case of any discrepancy or clerical error the same may be rectified immediately. The petitioner though received pay slips for over a period of thirty years has not chosen to correct his date of birth and father's name in time. So, the petitioner is estopped from raising any dispute over the entries made in the pay slip and service records.

3(iv) The petitioner by his own hand has written his date of birth and father's name in nomination and declaration form. It is not the case of the petitioner that those particulars in the nomination Form and declaration Form were not given by him, nor the particulars were obtained under duress. Unless the date of birth of the petitioner mentioned in the service records maintained by the respondent are declared to be wrong or proved to be wrongly entered, the prayer of the petitioner cannot be granted. Only on the basis of information given by the petitioner himself the entries in the service records have been made. The petitioner is not entitled to raise the industrial dispute and he is not entitled to get the relief as sought for in the claim statement. Hence, the industrial dispute has to be dismissed in limine.

4. On the side of the petitioner, petitioner himself has been examined as P.W.1 and Ex.P1 to P7 were marked. On the side of the respondent management Thiru M. Sugumaran has been testified as MW1 and Ex.M1 has been marked.

5. *The point for consideration is:*

(1) Whether the correct date of birth of the petitioner is 14-5-1958 as per his testimonials and school records which has been wrongly entered into the service records as 17-5-1957 maintained by the respondent management?

(2) Whether the petitioner is entitled for relief of correcting his date of birth as 14-5-1958 in the service records maintained by the respondent management?

(3) Whether the industrial dispute can be allowed?

6. *On this Points No.1&2:*

According to the petitioner the employee K. Gunasekaran is a permanent workman (Token No. P.C./2/2921) of the respondent management who is working in the electrical department for the past 30 years. His father's name and date of birth have been wrongly entered into the service registers. The correct date of birth of the employee K. Gunasekaran is 14-5-1958, whereas, it is wrongly recorded as 17-5-1957. The said worker made several representations to correct his father's name and date of birth, but, the management corrected his father's name only and refused to correct his date of birth, So, this industrial dispute has been raised.

7. *Per contra*, the respondent management has contended that the particulars such as father's name and date of birth were furnished by the workman himself and recorded into the service registers. In the year 1985, service particulars of the workman were computerized. Thereafter, no correction regarding date of birth could be carried out. After completing 25 years of service, the workman has approached to correct his date of birth which is not permissible. In the nomination Form and declaration Form, his date of birth is recorded as 17-5-1957. The petitioner is not entitled to raise the industrial dispute in respect of correction of date of birth and this Court has no jurisdiction to decide the matter. So, the claim of the petitioner has to fail.

8. The concerned employee, namely, K. Gunasekaran is a member of the petitioner union who has been examined as P.W.1. He has categorically stated that he was employed as a casual worker on 1-9-1983. At that time of appointment he represented the particulars of his father's name, date of birth, qualification extraorally, but, the entries in the appointment order and nomination Form were wrongly entered into by the officials of the management. Though, he made several representations, the respondent management was not amenable to correct the erroneous particulars. Anyhow, the management

was kind enough to correct the name of petitioner's father. Petitioner's father name is 'S. Kalraya Padayatchi', but, it was wrongly recorded as 'Parthasarathy' in the service records. On representation given by the petitioner, his father's name was suitably corrected.

9. Petitioner in order to prove his correct date of birth has produced copy of first page of S.S.L.C. Book as Ex.P1, copy of S.S.L.C. Mark sheet as Ex.P3 and copy of Transfer Certificate as Ex.P4. In all this documents, petitioner's date of birth is recorded as 14-05-1958. Further, he has produced Family Identity Card as Ex.P7 issued by ESI Corporation. Admittedly, the employee K. Gunasekaran(P.W.I) completed his S.S.L.C. and ITI course(Wireman) from Government Industrial Training Institute, Cuddalore and the copy of the National Trade Certificate is marked as Ex.P2. Name of petitioner's father is mentioned as 'S. Kalraya Padayatchi' in Ex.P1, P4 and P7. So, the respondent satisfied with the records produced by PW1 and found that his father's correct name is 'S. Kalraya Padayatchi' and accordingly corrected the same in the service registers.

10. The respondent has specifically contended that once the service particulars of the employees were computerized in the year 1985, thereafter, there is no scope for carry out any corrections, particularly in respect of date of birth. The date of birth of the petitioner was orally given and it was recorded by the staff of the respondent management.

Thiru M. Sugumar, Personal Officer of the respondent mill while disposing as R.W.1 he has admitted that-

“மனுதாரர் வேலையில் சேரும்போது அவர் வாய்மொழியாக கூறிய விபரங்களை பொருத்து வேலைக்கு சேர்த்தோம்”.

So, it is clear that when the petitioner was appointed as a casual labourer his bio-data were recorded by the staff of the respondent management. Further, the testimonials of the petitioner were not perused by the respondent management at the time of his entry into service. Not only the petitioner, but, some other employees had also the same problem of wrong entries in their service registers and approached the Courts and after getting favourable order got corrected their date of birth.

It is admitted by R.W.1 that the date of birth of one Kuppasamy was corrected as per the order passed by the Lokadalat in the case of LAC No. 3167/2009 that apart one employee D. Arumugam approached this Court by raising an industrial dispute in ID No. 9/2008 with reference to correction of his date of birth and it was allowed on 20-12-2010 and the copy of the order has been produced for perusal.

So, it is inferrable that at the time of appointing employees, the respondent management did not exercise due care while recording their bio-data and other particulars.

11. The respondent has produced Ex.M1 nomination and declaration Form pertaining to employee K. Gunasekaran (P.W.1) wherein, his date of birth is mentioned as 17-5-1957. In this Form, the date of birth of the workman has been filled up on the basis of the particulars available in his service records. Already the date of birth of the P.W.1 has been wrongly noted as 17-5-1957. So, the same wrong date of birth is reflected, in Ex.M1. So, this document ExM1 would not substantiate the contention of the respondent management.

12. The petitioner has let in relevant and precise documentary evidence to substantiate his contention that his correct date of birth is only 14-5-1958. The genuineness of Ex.P1, P3 and P4 have not been specifically challenged by the respondent. Of course, the date of birth of the workman has been recorded as 17-5-1957 in his Identity card marked as Ex.P5 and salary slips marked as Ex.P6 as already discussed. Purely on the basis of entries found in service records as already discussed date of birth of the worker has been wrongly mentioned in his identity card (Ex.P5) and monthly pay slips (Ex.P6).

13. The burden is on the petitioner to prove his correct date of birth by adducing relevant evidence. The petitioner has let in relevant documentary evidence, namely, Ex.P1, Ex.P3 and Ex.P4. The respondent has not raised any objection to the documentary evidence namely, Ex.P1, Ex.P3 and Ex.P4 produced by the petitioner to show his correct date of birth as 14-5-1958. The only objection raised by the respondent is that the petitioner has not taken any steps to correct date of birth before computerization of the service particulars carried out in the year 1985. But, the petitioner has stated that though he made several oral representations, the respondent management was not amenable and finally corrected his father's name only.

14. The employee PW.1 approached the Lokadalat by filing a petition seeking direction to the respondent to correct his date of birth, but, no relief was granted in the application. So, the petitioner filed the suit in OS No.1645/2013 before the Additional District Munsif Court, Pondicherry, but, the said suit was also dismissed by holding that the Civil Court has no jurisdiction to entertain such a suit. Ultimately, on behalf of the said employee the petitioner union has raised the industrial dispute before the Conciliation Officer and since, the conciliation failed the same has been referred to this Court for adjudication.

15. Regarding maintainability of the industrial dispute for the relief of correction of date of birth, the learned Counsel for the petitioner pointed out 6th item of the Second Schedule of the Industrial Disputes Act, 1947 empowers this Tribunal/Labour Court to adjudicate the dispute. The sixth item of the second schedule says "All matters other than those specified in the third schedule". Section 2(k) defines an Industrial Dispute means "any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen which is connected with the employment or non-employment or the terms of employment or with the conditions of labour or any persons." Now, there is difference regarding date of birth of the employee between employee himself and the employer which is connected with the terms of employment. So, the petitioner trade union is entitled to raise this industrial dispute regarding the wrong entry of date of birth of one of its member employee, since, the same is connected with employment. The Conciliation Officer also taking note of this point has referred this dispute to this Court for adjudication. It is pertinent to note that the petitioner has already exhausted his remedy before the Lokadat and Civil Court, but, in vain. So, I hold that this Court has got jurisdiction to decide the industrial dispute and to grant the relief sought for by the petitioner.

16. The respondent management has not raised any serious objection to carry out correction regarding date of birth of the petitioner. As the petitioner did not file necessary application seeking to correct date of birth, before 1985, the respondent management declined to correct his date of birth. Now, the petitioner has produced all relevant documentary evidence to show that his correct date of birth is 14-5-1958 which has been wrongly entered as 17-5-1957 in the service registers maintained by the respondent management. So, under such circumstances on appreciating oral and documentary evidence adduced on either side, I hold that the petitioner is entitled for the relief as claimed in the industrial dispute. Accordingly, I answer Point No. 1 that the correct date of birth of the employee K. Gunasekaran is 14-5-1958 and the same has been wrongly entered into the service records as 17-5-1957 maintained by the respondent management and consequently I answer Point No. 2 that the petitioner is entitled for the relief of correcting date of birth of the said workman as 14-5-1958.

17. For the foregoing reasons discussed above and as answered for the Points No.1 & 2, I conclude that this industrial dispute has to be allowed and accordingly I answer Point No. 3.

18. In the result, the industrial dispute is allowed and the respondent/management is hereby directed to correct the date of birth of the workman K. Gunasekaran (Token No. P.C./2/2921) as 14-5-1958 in all the registers maintained by the respondent.

Dictated to the Stenographer transcribed by her, corrected and pronounced by me in open Court on this the 29th day of January, 2016.

N. SIVAKUMAR,
Presiding Officer, Labour Court,
Pondicherry.

List of petitioner's witness:

P.W. 1— 24-11-2015 — K. Gunasekaran

List of respondent's witness:

M.W. 1— 8-12-2015 — M. Sugumar

List of petitioner's exhibits:

Ex.P1 — Photocopy of the first page of S.S.L.C. Book.

Ex.P2 — Photocopy of the National Trade Certificate.

Ex.P3 — Photocopy of the Secondary School Leaving Certificate.

Ex.P4 — Photocopy of the Transfer Certificate.

Ex.P5 — Photocopy of the Identity Certificate issued by Bharathi Mills Limited.

Ex.P6 — Photocopy of the Pay Slip.

Ex.P7 — Photocopy of the Identity card issued by ESI Corporation.

List of respondent's exhibits:

Ex.M1— The copy of the nomination and declaration Forms submitted by the petitioner K. Gunasekaran, dated 22-4-1998.

N. SIVAKUMAR,
Presiding Officer, Labour Court,
Pondicherry.

GOVERNMENT OF PUDUCHERRY

HOME DEPARTMENT

(G.O. Ms. No. 27, dated 22nd April 2016)

NOTIFICATION

The Lieutenant-Governor, Puducherry is pleased to appoint Shri Subham Sundar Ghosh, who has been allotted to the Pondicherry Police Service by Department of Personnel and Training, Government of India on the basis of the Civil Services (Main) Examination, 2013, to the Entry Grade of Pondicherry Police Service (Group 'B') in the Pay Scale of PB-2; ₹ 9,300-34,800 with Grade Pay of ₹ 4,800 with effect from the afternoon of 8-4-2016, subject to the conditions mentioned in the offer of Appointment.

2. The Lieutenant-Governor is also pleased to order that Shri Subham Sundar Ghosh will be probationer in the Entry Grade of Pondicherry Police Service for a period of two years from the afternoon of 8-4-2016.

(By order of the Lieutenant-Governor)

F.P. VERBINA JAYARAJ,
Under Secretary to Government.

GOVERNMENT OF PUDUCHERRY
OFFICE OF THE CHIEF EDUCATIONAL OFFICER

No. 650/CEO/Exam.Cell/2015-16.

Puducherry, the 22nd April 2016.

NOTIFICATION

It is hereby notified that the original S.S.L.C. Mark Certificate under Register Number 356114 of April 1998 in respect of P. Murugeswari, an ex-pupil of Government High School, Archivakpet is reported to have been lost and beyond the scope of recovery, it is proposed to issue a duplicate certificate. If the original certificate is to be found by anybody, it should be sent to the Director of Government Examinations, Chennai-6 for cancellation, as it is no longer valid.

N. RAMALINGAM,
Chief Educational Officer.